

SALE AGREEMENT FOR DOG OR PUPPY

THIS AGREEMENT is entered into as of the ____ day of _____, 202__, by and between Katherine Coulter with a mailing address of _____ hereinafter referred to as "Breeder" and _____, with a mailing address of _____ hereinafter referred to as "New Owner".

Upon payment of the sum of \$_____, paid by New Owner to Breeder (the "Purchase Price"), receipt of which is hereby acknowledged, Breeder grants, sells, conveys, and transfers ownership of the following puppy (the "Dog") to New Owner, subject to the Terms and Conditions set forth herein:

Name of Dog	
Breed	
Color	
Date of Birth	
Sex	
AKC Registration No. (if any)	
Microchip No. (if any)	
Sire Name & Registration No. (if any)	
Dam Name & Registration No. (if any)	
Genetic Testing (if any)	
Vaccine given (type, date & location)	

TERMS AND CONDITIONS

1. Deposit and Payment of Purchase Price

New Owner has paid a deposit of Two Hundred and Fifty (\$250.00) and NO/100 to reserve a puppy while the mother is expecting. An additional deposit of Two Hundred and Fifty (\$250.00) and NO/100 to be paid upon the birth of the Dog, with payment of the balance of \$_____ due upon release of puppy to New Owner. The expected delivery date of the Dog to the owner is 8 weeks after birth, _____, or such other date as the parties may mutually agree.

Payment of the balance to be made when the Dog is delivered to Breeder. All payments are to be in US Dollars and paid by cash, cashier's check, money order, PayPal or Venmo.

New Owner acknowledges and agrees that New Owner will forfeit the deposit and any rights to the Dog if:

- (a) New Owner fails to complete the purchase of the Dog for any reason, or
- (b) New Owner fails to pay the balance of the Purchase Price on the agreed delivery date.

In either event, Breeder shall be free to sell the Dog to another party.

In the event that the Dog is not available due to sickness, death, or any other circumstance which is due to the fault of Breeder, New Owner's deposit will, at New Owner's option, be either (i) refunded, or (ii) transferred to the next litter of puppies.

Ownership and all rights, title and interest of the Dog shall remain with the Breeder until the Dog is delivered to New Owner and payment has been received in full.

2. Pick-Up/Delivery Day

New Owner must be present for the pick-up/delivery of the Dog. A photo of the Dog and New Owner will be taken upon pick-up and delivery, and ownership shall transfer upon payment of the balance of the contract price.

Delivery fee is in addition to the Dog purchase price. Delivery fees must be paid at the time of the contract is signed. Delivery date will initially be given a 10-day delivery window with an updated 48-hour window no later than 1 week prior to the Dog reaching 8 weeks of age.

A boarding fee of \$50.00 per day will be charged for each day the Dog is boarded by Breeder past the agreed delivery date. If the Dog is not picked up within 2 days of the agreed delivery date, the contract is void and the Breeder retains all monies paid up to that point.

3. Breeder's Representations and Warranties.

Breeder represents and warrants to New Owner that:

- (a) Breeder is the legal and true owner of the Dog and that Breeder has full right and authority to sell the Dog.
- (b) The Dog is being sold free and clear of any lien, security interest, charge or other encumbrance.

(c) Breeder guarantees that the Dog is a purebred dog, offspring of the purebred sire and purebred dam set out on page 1 of this Agreement.

(d) The Dog is in good health and free of communicable diseases at the time of this sale. New Owner has 72 hours from the date the Dog is delivered to the New Owner to have the Dog examined by a licensed veterinarian, at New Owner's sole cost. If the Dog fails the examination, New Owner may choose from the following options:

1. New Owner may return the Dog, with a written statement from the veterinarian, for a full refund. Failure by New Owner to have the Dog examined within the 72-hour period will nullify this warranty; or

2. New Owner may choose to keep the puppy and no replacement will be given and all medical costs and treatment are sole responsibility of the New Owner.

3. New Owner may choose to have the Dog replaced with a puppy from the same litter or the next litter born.

(e) This health Guarantee does NOT cover, allergies, undescended testicles, and umbilical hernia. Breeder will NOT replace the Dog due to heat stroke, abuse/neglect, or improper socialization. New Owner agrees that they have thoroughly researched the breed being purchased, and understand the health issues they can possess. New Owner is responsible for all medical costs of their Dog and no refunds will be given. This guarantee covers only the original New Owner and is not transferable.

(f) Your Dog has been given the required vaccination series due at the age of the puppy at time of purchase. It is the New Owner's responsibility to finish this vaccination series and keep the Dog completely vaccinated at all times.

(g) To ensure that New Owner does not euthanize the Dog or take it to an animal shelter, Breeder will re-home the Dog at any time during the Dog's lifetime. Breeder will not issue a refund or provide another dog to New Owner unless the Dog's return was a result of any misrepresentation on the part of Breeder with respect to the Dog's health.

(h) Breeder does not provide any warranty as to the Dog's fitness for any specific purpose, including obedience trials, service, ring performance, and/or breeding purposes.

(i) If the Dog dies for any reason while in the Breeder's possession, this Agreement shall immediately terminate, all funds paid by New Owner shall be returned within 30 days of the death of the Dog, and all obligations among the New Owner and Breeder shall terminate.

4. New Owner's Representations.

New Owner represents to Breeder that:

- (a) The Dog will reside with New Owner and New Owner's family.
- (b) New Owner will ensure adequate fencing and space will be provided for the Dog, and will not allow the Dog to roam at will. New Owner will not keep the Dog chained or tethered or permanently house the Dog in a kennel.
- (c) New Owner will provide the Dog with nutritious food and necessary veterinary care, including deworming, heartworm prevention and regular vaccinations (including rabies).
- (d) New Owner is not acting as agent for any other person or business in the purchase of the Dog.
- (e) New Owner will not sell, give, or release the Dog to a pet shop, retail store, dog dealer, animal testing facility, research facility, or an agent for any such business or facility.
- (f) New Owner shall notify Breeder immediately if the Dog cannot be kept by New Owner for any reason.

5. Breeding Restriction.

This Dog is not to be used for breeding purposes and New Owner agrees that New Owner shall have the Dog spayed or neutered within one year from date of delivery or within the time frame recommended by New Owner's veterinarian. In addition, this Dog is not to be used for any illegal or immoral activities and is not to be used for any type of puppy mill, dog farm or other mass producing or money-making operation.

6. Indemnification

New Owner releases Breeder from any and all liability, costs or damages caused by the Dog after placement with Breeder, including but not limited to damage to or destruction of property, and injury to any person.

7. Re-Homing and First Right of Refusal

In the event the New Owner is unable to keep the Dog for any reason, the New Owner agrees to return the Dog to the Breeder. If Breeder is unable to accept the Dog for any reason, the Breeder will provide alternative re-homing for the Dog. New Owner agrees not to sell the Dog to any retail company or establishment. If the New Owner resides within 100 miles driving radius of the Breeder, Breeder will pick-up the Dog without any costs or fees. If the New Owner resides outside a 100-mile driving radius from the Breeder, the Breeder must bear the cost of

transportation or meet the Breeder within the 100-mile radius at a location mutually agreeable to the Breeder and New Owner.

8. Default

In the event of a breach of this Agreement by New Owner, Breeder shall be entitled to pursue all remedies available to it at law or in equity including, without limitation, the right to seek specific performance of this Agreement and to take immediate possession of the Dog. New Owner shall be responsible for all of Breeder's expenses incurred in enforcement of this Agreement, including reasonable attorney's fees, court costs and expenses.

9. Miscellaneous Provisions.

- a. **Entire Agreement.** This Agreement constitutes the final, complete, exclusive and entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties.
- b. **Assignment and Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, their respective heirs, permitted successors, permitted assigns, beneficial owners and representatives. The rights of New Owners under this Agreement shall not be transferable or assignable by New Owners, in whole or in part, without Breeder's prior consent. Any assignee of the New Owners shall assume all rights, privileges, and obligations of New Owners hereunder in writing, and shall perform the same.
- c. **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- d. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- e. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- f. **Mediation.** If a dispute arises out of or relates to this Contract, the parties agreed first to try in good faith to settle the dispute with a License Rule 31 mediator prior to resorting to arbitration or litigation.
- g. **Confidentiality of Disputes.** Breeder and New Owner agree, that in the event of a dispute between them, neither will publish or communicate the existence or content of such dispute in any media or forum, including social media, provided that this provision shall not prevent either party from bringing legal action or engaging in confidential mediation.
- h. **Signatures.** This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to Breeder. Electronic signatures are valid as original signatures for all purposes. By typing their names as signatures, both parties agree to the terms and provision of this Agreement.

IN WITNESS WHEREOF the parties have signed this Agreement on the day and date first written above.

BREEDER:

Date

Katherine Coulter

NEW OWNER:

Date
